



# CONTRACT

STATE OF UTAH  
UTAH DEPARTMENT OF TRANSPORTATION  
ENGINEERING SERVICES  
CM/GC REQUEST FOR PROPOSAL  
FEE TYPE

CONTRACT NO. \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_  
TRACKING NO. \_\_\_\_\_

Project No.: Project No.  
Location: Location  
FINET Prog Code: FINET Prog Code  
PIN No.: PIN No.  
Work Discipline: Preconstruction Engineering

1. **CONTRACTING PARTIES:** This contract is between the Utah Department of Transportation, referred to as DEPARTMENT and,

Consultant  
Address  
City, State, Zip

Legal Status of Consultant: Status  
Fed ID No.: Fed ID No.

referred to as CONSULTANT.

2. **REASON FOR CONTRACT:** The DEPARTMENT does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the DEPARTMENT with Preconstruction Engineering services as further described in Attachment C.
3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate Date, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of Contract Amount for costs authorized by this Contract as further described in Attachment D.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**  
Attachment A – Certification of Consultant and Department  
Attachment B – Standard Terms and Conditions  
Attachment C – Services Provided by the Consultant  
Attachment D – Fees

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONSULTANT - Consultant**

**UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date

By: \_\_\_\_\_  
Title: Title Date

**DEPARTMENT Comptroller's Office**

By: \_\_\_\_\_  
Title: Contract Administrator Date

**CERTIFICATION OF CONSULTANT**

I hereby certify that I, \_\_\_\_\_, am a duly authorized representative of **Consultant** and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract, involving participation of Federal-aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____	_____
Date	CONSULTANT Signature/Title
_____	

**CERTIFICATION OF UTAH DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am a duly authorized representative of the Utah Department of Transportation, and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

_____	_____
Date	Title

## STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the DEPARTMENT to make purchases in accordance with said laws and regulations.
  
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the DEPARTMENT upon request.
  
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the DEPARTMENT upon request.
  
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the DEPARTMENT to perform construction engineering management services for the same project.  
  
The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
  
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
  
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the DEPARTMENT, except as specifically authorized and set forth herein. Persons employed by the DEPARTMENT and acting under the direction of the DEPARTMENT shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the DEPARTMENT.
  
7. **INDEMNITY - LIABILITY:** CONSULTANT agrees to hold harmless and indemnify the UTAH DEPARTMENT OF TRANSPORTATION, its officers, employees and agents (indemnities) from and against all claims, suits and cost, including attorneys' fees for injury or damage of any kind, arising out of CONSULTANT'S negligent acts, errors or omissions in the performance of this contract, and from and against all claims, suits and cost including attorney's fees for injury or damage of any kind, arising out of indemnities failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from CONSULTANT'S negligent acts, errors or omissions in the performance of this contract.

The CONSULTANT is an independent contractor contracted with the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with acceptable standards.

**8. SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.

**9. INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT:

(a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

(b) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.

(c) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.

(d) If for any reason, an alteration, cancellation or material change occurs in coverage during the course of the contract, such change shall not become effective until 30 days after the DEPARTMENT has received written notice and has approved such a change.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming UDOT and the State of Utah as an Additional Insured and indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

**10. PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the DEPARTMENT so it may evaluate the features and progress of the work. Either party may request a conference; to be held at the office of either, or at a place designated by the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the DEPARTMENT shall be immediately notified in writing. The DEPARTMENT may, at its sole discretion, extend the contract by written modification.

The DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

11. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).
12. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 13(b) of this certification; and
  - (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

14. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding

\$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

- 15. OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the DEPARTMENT. All documents and data pertaining to work required by this contract shall be the property of the DEPARTMENT and shall be delivered to the DEPARTMENT, upon written request, within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

- 16. ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than **Percentage** of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

17. **KEY PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be submitted to the DEPARTMENT Project Manager and Consultant Services in writing and is subject to prior approval by the DEPARTMENT. Invoices submitted for payment with unauthorized personnel will not be paid.
18. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
19. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.
20. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

Claims for services furnished by CONSULTANT, that are not specifically authorized by this contract or by appropriate modification, shall not be paid by the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

21. **TERMINATION:** This contract may be terminated as follows:
- (a) Mutual agreement of the parties; in writing and signed by the parties.
  - (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 27, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
  - (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
  - (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

22. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
23. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated, the CONSULTANT understands

that if it believes that any records it submits to the DEPARTMENT should be considered confidential for business purposes under Utah Code Ann. § 63-2-308, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT will not treat any such record as confidential under Section 63-2-308 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.

**24. WORK ACCEPTANCE:**

All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the DEPARTMENT through its designated representatives. When the work is Federally funded, the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.

**25. GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the DEPARTMENT. The CONSULTANT shall accompany DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

**26. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.

**27. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.

**28. DUTIES OF THE DEPARTMENT:**

- (a) **Guarantee Access:** The DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the DEPARTMENT.
- (d) **Services:** The DEPARTMENT will perform standard services relating to this contract



**SERVICES PROVIDED BY THE CONSULTANT****1. SCOPE SUMMARY:**

[Scope Summary](#)

**2. SCOPE DOCUMENTS:**

Following are the scope items contained in this attachment pages [2](#) through :

- (a) Approval Memo
- (b) Detailed Work Plan
- (c) Personnel/Staffing Plan
- (d) Schedule
  - (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by [Date](#).
  - (2) Project/Contract Period: The project/contract will terminate [Date](#), unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the DEPARTMENT'S Project Manager for approval and processing.
- (e) Certificate of Insurance

**FEES****LUMP SUM**

1. **LUMP SUM:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the DEPARTMENT agrees to pay the CONSULTANT the sum of **Contract Amount**. In developing the Lump Sum amount, the actual allowable costs will be limited to the costs which are allowable under the Federal Acquisition Regulations in Title 48, CFR Part 31, as modified by Utah State law, administrative rules, regulations, or contract provisions.
2. **MODIFICATIONS:** In the event the DEPARTMENT requires changes of services which materially affect the scope of work or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior DEPARTMENT agreement shall be deemed **ineligible** for reimbursement for additional compensation.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received. **Five percent (5%)** of the amount invoiced shall be retained in a DEPARTMENT approved escrow account until such time as all of the services are completed, approved, properly invoiced, and full agreement has been reached by both parties on the termination of the contract.
4. **INVOICES:** Invoices are to reflect charges as they apply to the appropriate contract, project and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to a final review by the DEPARTMENT'S Comptroller's Office.
5. **FINAL PAYMENT:** Retention will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and subject to final review by the DEPARTMENT'S Comptroller's Office. The Retention Fee will not be released until a project evaluation form has been completed by a DEPARTMENT Project Manager and submitted to Consultant Services and the DEPARTMENT'S Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final retention payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract is **Contract Amount**. The Overhead and Fixed Fee rates have already been reviewed and determined and are included as part of the total maximum amount of this contract. Contract overruns will not be paid.

**COST PROPOSAL:** Prepared by the CONSULTANT and/or sub-consultant, if applicable, and reviewed and approved by the DEPARTMENT is found in Attachment D of this contract, pages                      through

## FEES

### UNIT PRICE

1. **UNIT PRICE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the DEPARTMENT agrees to pay the CONSULTANT for the work performed at the unit prices reviewed and approved by the DEPARTMENT'S Project Manager. Unit Prices include Direct Labor Expenses, Payroll Additives, Indirect Expenses, and Direct Non-salary Expenses and Profit.

The costs included in the Unit Price have been reviewed and limited to the costs which are allowable under the Federal Acquisition Regulations contained in Title 48 CFR, Part 31 as modified by Utah State law, administrative rules, regulations, or contract provisions.

Guest meals (meals paid by a Consultant or Consultant's employee for someone other than his/her self shall NOT be reimbursed unless previously approved in writing by the DEPARTMENT'S Project Manager.

Bonuses paid to employees, principals, and key executives are allowed under Federal Cost Principles. However, the DEPARTMENT disallows bonuses to owners, key executives, principals, and proprietors on determining overhead rates for Consultant contracts.

2. **MODIFICATIONS:** In the event the DEPARTMENT requires changes of services which materially affect the scope of work or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior agreement shall be deemed not covered in the compensation and time herein provided.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved completed units and are made pursuant to certified invoices received. **Five percent** (5%) of the amount invoiced shall be retained in a DEPARTMENT approved escrow account until such time as all of the services are completed, approved, properly invoiced, and full agreement by both parties has been reached on the termination of the contract.
4. **INVOICES:** Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be properly certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.
5. **FINAL PAYMENT:** Retention will be released only after a project evaluation form has been completed, all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office.

The DEPARTMENT'S Project Managers and the DEPARTMENT'S Comptroller's Office have the right to hold the final retention payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract is [Contract Amount](#). Contract overruns will not be paid.
7. **COST PROPOSAL:** The Cost Proposal prepared by the CONSULTANT and reviewed and approved by the DEPARTMENT'S Project Manager can be found in Attachment D, pages                    through                    .

The Unit Price rates shown in the CONSULTANT'S Cost Proposal were negotiated and agreed upon by both parties of this contract. The CONSULTANT will invoice the DEPARTMENT using the negotiated unit price rates agreed upon and shown in the CONSULTANT Cost Proposal. These unit rates will be fixed for the period of this contract. Any changes must be approved by the DEPARTMENT and by written contract modification.